



Terms of Service

Terms and regulation of the services offered by Keliweb

Housing

The following terms and conditions apply to participation in the Affiliate program offered by Keliweb, which allows the Affiliate to promote the services of the same and to receive commissions as set out in these conditions.

General conditions

Premise

These general conditions relate to the rules for the Housing and Colocation services offered by Keliweb. The confirmation of the order and the payment of the requested fee constitute full acceptance of the general conditions drawn up and prepared in compliance with the provisions contained in Legislative Decree 206/2005 (Consumer Code) and in Legislative Decree 31 January 2007, n. 7 (Urgent measures for consumer protection, promotion of competition, the development of economic activities and the creation of new businesses). Any additional services compared to those established in the offer may only be provided after specific customer request in a manner to be defined from time to time.

Assessment of customer needs

Unless otherwise agreed in writing, KELIWEB is not responsible for assessing the Customer's needs in terms of space, equipment, computers, transmission capacity and uses that can be obtained, nor for providing any consultancy activities. The responsibility for the choices regarding the above remains solely with the customer.

1) Contractual relationship between the parties

1.1

The Customer agrees to purchase and Keliweb agrees to provide the Services specified and described in the Accepted Order, according to the terms contained in the Specific Terms and Conditions of Service, as well as in the General Terms and Conditions.

1.2

The Customer accepts and agrees that the only right to use plants, infrastructures and Services is that of use during the provision of the Housing service.

1.3

The Customer will not acquire any title inherent or pertinent to any part of the network, plants or equipment owned by Keliweb or used by Keliweb to offer the Services.

1.4

The Contract is finalized on the date of the correct and timely receipt by Keliweb of the Order Form, completed and accepted by the Customer in its entirety together with the payment of the consideration for the Service. Sending the Order Form implies the Customer's full acceptance of the Conditions. It is understood, in any case, that the use of the Services by the Customer attests to the acceptance of all the contractual conditions.

1.5

The Customer is responsible for the truthfulness of the information provided and recognizes Keliweb's right to take on any further information for the purpose of activating the Services, in compliance with current legislation.

1.6

The Services are activated in compliance with the times made necessary by the availability of hardware resources and, in any case, in the shortest possible time. It is understood that the terms for the activation of the Services, possibly proposed, must be considered merely indicative. The Customer is required to perform any services placed against him for the purpose of activating the Services (by way of example and without limitation, in the event that

the Customer has ordered the Housing service, he will have to provide at his own expense to Keliweb the server to be placed inside the Data Center); any delays due to Customer inertia will not be attributable to Keliweb. In any case, the Customer will be informed of any delays in activating the Services.

1.7

It is expressly understood that Keliweb does not control or supervise the behaviors or acts carried out by the Customer through the Infrastructure or does not control or supervise the information and / or data and / or content entered by the Customer or by his agents and / or collaborators in the Infrastructure itself; in any case, Keliweb is and remains unrelated to the activities that the Customer carries out in full autonomy by accessing remotely via the internet via the Infrastructure access Credentials. In any case, once the Customer has accessed the Services, he is the only owner, pursuant to Legislative Decree 196/03 and European Regulation no. 679/2016, of the processing of any data entered and / or processed in this Infrastructure for the duration of the Contract.

2) Suspension of services and right to terminate the contract

2.1

Keliweb reserves the right to immediately suspend, entirely or in part, the supply of the Services and possibly to disconnect, interrupt or block online access and / or remove the Customer's equipment, data or cables from its network , from its systems and / or equipment in the following cases:

- a) in the event of late payment pursuant to art. 7 except for the exceptions provided therein;
- b) in the event of a request from the government or supervisory authority, to comply with a change in the legal requirements or to fulfill an order from the judicial authority;
- c) in the event that the quality and availability of the services provided by Keliweb to other customers suffer or threaten to suffer negative effects due to problems referable in any way and for any reason, directly or indirectly, to the customer's IT systems;

d) in the event that the health of people suffers or threatens to suffer negative effects due to the conduct of the Customer, its customers, associates or sub-contractors, its system or its cables or deriving from its system or its cables;

e) if the conduct of the Customer or its customers, associates or subcontractors, produces or threatens to produce negative effects on the quality and availability of the services provided by Keliweb to other customers or exposes or can expose Keliweb or its associates or subcontractors to civil cases or penalties, requests for compensation and / or compensation for damages;

f) the Customer defaults or violates even one of the provisions contained in the Contract;

g) the Customer fails to meet Keliweb's requests, in whole or in part, and in any case his behavior is such as to generate the founded and reasonable fear that he will default on the Contract or be responsible for one or more violations of its provisions;

h) there are good reasons to believe that the Services are used by unauthorized third parties;

i) cases of force majeure or circumstances occur which, at Keliweb's unquestionable judgment, require emergency operations or related to the resolution of security problems, danger to the entire network and / or to people or things; in this case, the Services will be restored when Keliweb, in its discretion, has assessed that the causes that led to its suspension / interruption have actually been removed or eliminated;

j) the Customer is involved, for any reason, in any judicial or even out-of-court dispute of a civil, criminal or administrative nature and in any case in the event that said dispute concerns acts and conduct carried out through the Services and / or the Infrastructure;

k) justified reasons of security and / or guarantee of confidentiality;

l) the Customer uses defective or unapproved equipment, or that presents malfunctions that could damage the integrity of the network and / or disturb the Services and / or create risks for the physical safety of people and things.

In any case of suspension of the Services attributable to the Customer, Keliweb's possible action for compensation for damage remains unaffected.

During the suspension of the Services, for any due cause, the Customer will not have access to data and/or information and/or content entered by the same and / or processed in the infrastructure.

2.2

The Services will be restored within the business day following the end of the causes that led to the suspension.

2.3

In the case of suspension of the service for the reasons referred to in lett. b), d), e) of the previous point 2.1, Keliweb reserves the right to permanently cease the supply of the Services by giving written notice to the Customer of the termination of the contract with thirty (30) days notice.

2.4

In the event of suspension of the service for the reasons referred to in lett. c) if, despite the measures adopted by Keliweb and the Customer, the situation continues or reoccurs within a short period, Keliweb reserves the right to permanently cease the supply of the Services by giving written notice to the Customer of the termination of the contract with thirty (30) days notice.

3) Payment and waiver of the right to oppose exceptions

3.1

Unless otherwise stipulated in writing, the following principles apply to invoicing:

One-off contributions will be invoiced on the Service Start Date;

Recurring fees will be invoiced monthly in advance, starting from the Service Start Date;

The costs dependent on the use and the costs based on times and prices of materials will be billed in arrears;

3.2

The amount charged on the invoice will be increased by VAT and any other legal charges. Keliweb will send all the invoices and / or communications to the Customer to the postal address indicated by the Customer.

3.3

In the event that the delay in the release of the service is attributable to the Customer's responsibility, Keliweb reserves the right to invoice from the day on which the service would have been released if said delay had not occurred.

3.4

The Customer is required to pay the invoice by the due date in the way indicated in the Order signed by the Customer.

3.5

Payment cannot be delayed or suspended for any reason, with the express waiver by the Customer of any exception including those provided for by art. 1460 of the Italian Civil Code.

3.6

The Customer undertakes to communicate within thirty days, via pec to the address keliweb@kelipec.it, any dispute over billing which, failing that, will be deemed accepted; any change of address for sending the accounting documents.

3.7

It is the express and exclusive charge of the Customer to pay the price for the renewal of the Services on time in order to be able to guarantee continuity.

4) Effects of the delayed or non-payment and faculty to terminate the contract

4.1

Furthermore, in the event of delayed or non-payment of the amounts due, the following procedure will apply:

First delay in payment. After 30 days from the due date of the invoice, Keliweb will send a written reminder to the Customer, via e-mail or pec. The Customer will have 15 days to make the payment, after which Keliweb reserves the right to suspend the service upon communication by e-mail or fax to the Customer.

Subsequent delays in payment. If the Customer has paid with a delay of more than 30 days each, two of the last six invoices, even if not consecutive, Keliweb reserves the right to suspend the service, subject to communication by e-mail or pec, on the day immediately following that of the due date of the last invoice.

4.2

The customer must pay all invoices due for the suspension period.

4.3

The Customer will not be able to raise any objections of any kind if he has not previously made the correct payments required by the Contract and provided the relative documentation.

5) Limitation of responsibility

Keliweb will not be responsible when the delay in the supply or the degradation of the service:

- they depend on actions or omissions of the Customer, his employees or third parties hired by the Customer, and / or his customers.
- they cannot be resolved and / or eliminated because the Customer refuses access to his own.

- occur during periods of scheduled maintenance or in any case communicated in advance;
- are due to force majeure events as per article 6 below.
- are the result of a suspension of the Service pursuant to article 2.

5.1

Without prejudice to the forecasts indicated shortly before, Keliweb will not be liable for any loss, damage or expense, including, without limitation, loss of profit, revenue, start-up, management time or expected savings or any form of indirect or emerging damage. damage of any kind to property and / or persons, which derive from the failure to fulfill one's contractual obligations and / or from any conduct connected to these results and / or which are due or connected to any lack of availability, delay, interruption, upheaval or degradation in the Services or Services, as well as loss, destruction or degradation of information.

5.2

In any case, any other compensation to the Customer for direct or indirect damages of any nature and species is expressly excluded, now for then; Keliweb will not be required to pay any compensation to the Customer and will not be liable for any damage, direct or indirect, of any nature and species; in any case, even in this case, the maximum sum that Keliweb may be called upon to pay to the Customer must not be greater than that paid by the Customer in the last 12 months for the Services covered by this Contract and for the part of Infrastructure affected by the harmful event.

5.3

Keliweb does not make any specific backup of the data and / or information and / or content processed by the Customer in the Infrastructure. Keliweb in any case does not offer any guarantee regarding the use of the Services as regards the protection and conservation of the aforementioned data and / or information and / or content.

6) Force Majeure

Keliweb will not be responsible for the non-execution of any of its obligations under the terms of any Accepted Order if such failure is caused or derives from an event of force majeure without limitation whatsoever, including the following examples (provided that these events are not were caused or made possible by Keliweb's negligence): fire, flood, strike, cable or fiber cuts (the negative results of which could not have been reasonably prevented by redundancy), lightning, strikes, civil riot, government or government deeds military authorities, changes in legal provisions, terrorism, causes of force majeure, and prolonged periods of general interruption of electricity.

Keliweb must, as soon as reasonably possible, communicate to the Customer the event of force majeure and an estimate relating to the extent and duration of its inability to fulfill its obligations.

If a force majeure event occur, Keliweb will make every reasonable effort to minimize its effects.

7) Applicable law and jurisdiction

7.1

The law applicable to this contract and its annexes is Italian law.

7.2

The Judicial Authority of the Court of Cosenza will be competent to know of any and all disputes relating to the execution, the effective interpretation and / or termination of this contract, with the express exclusion of the Judicial Authority of any other possibly alternative or concurrent Court.

8) Service levels: Power and Network

These service levels apply to the power supply and Internet connectivity provided by Keliweb.

Connectivity - 99.85%

Electricity - 100%

Maintenance windows are excluded from the calculation for the availability of the Internet connection. The service level on IP connectivity is valid only when the network cables are provided by Keliweb. Available when the annual availability without interruption is less than the expected guarantee. The duration of the interruption is understood as cumulative, that is, as the sum of the interruptions that occurred during the year. The compensation is applicable only to the portion of the fee relating to the elements affected by the interruption and does not extend to the entire service fee.

Cumulative interruption duration

Compensation [% Monthly fee]

From 1 to 4 hours - 10%

From 4 to 8 hours - 15%

From 8 to 24 hours - 20% More than 24 hours - 30%

9) Levels of Assistance

The Customer is required to promptly notify Keliweb of any irregularities or malfunctions detected by the same in the Services.

On Housing and Colocation solutions, Keliweb provides only the space where to host the servers (Entire Rack Cabinets or parts of it), connectivity, Dedicated IPs and Electrical Power.

The Customer may install and use his own equipment (Customer Equipment) in the Keliweb DC2 Data Center for the purpose of using telecommunication services or other IT services provided by Keliweb.

The Customer's right to receive Data Center services does not imply any other right or title on the part of the Customer on any equipment or part of the host building.

The supply, maintenance, care and control of the Customer's Equipment and of the installed applications are the sole responsibility of the Customer except for the case in which they are supplied for hire by Keliweb. In this case, maintenance, care and control of the equipment and applications are regulated in the Offer as well as any other aspect of the rental contract.

Keliweb provides a team of specialists available to work on the hardware of the machines hosted in the Datacenter with the following rate:

€ 59.00 + VAT / hour for those scheduled at office hours

€ 99.00 + VAT / hour for those scheduled outside office hours

€ 89.00 + VAT / hour for extraordinary interventions office hours

€ 159.00 + VAT / hour for extraordinary interventions outside office hours

10) Use of services

Except in cases where it is explicitly provided for by the options and characteristics of the service, the Customer and the Customer Representatives will not be able to make any structural changes to the Data Center Area.

Data Center services are provided through standard equipment, cables and infrastructures, as designed, decided or accepted by Keliweb.

The access to the Data Center by the Customer will be exclusively reserved to trusted people, communicated at the preliminary stage via the Ticket System at least 8 hours before and will require identification through an identification document.

Keliweb will have the right to access the Data Center Area to inspect the Customer's Equipment.

While using the services, the Customer authorizes Keliweb to video / photographic footage

of the Data Center Area and Customer Equipment for both control and promotional purposes of the Data Center services, for the exclusive use of Keliweb for its publications, on its website, in print or other electronic medium. As for publication in other media, the prior approval of the Customer will always be required.

11) Customer liability and indemnity

The Customer is responsible for all actions of the Customer Representatives present within the Data Center and relieves Keliweb of any responsibility for damage caused to third party properties. The Customer will also compensate for any damage caused to the properties of Keliweb and third parties.

In the event that the Customer's Referrals may constitute a possible risk for Keliweb in the correct operation of the Data Center, Keliweb may revoke the right of access to the Data Center or request the Customer's Referrals to move away from it.

In the event that Keliweb suspends the service, pursuant to the provisions of this contract, following acts or omissions of the Customer, all the rights of access of the Customer and the Customer's Referents to the Data Center will be suspended and the Customer's Equipment will be kept until the Customer has remedied the cause of suspension.

The Customer is obliged to independently ensure the Customer's Equipment and the Customer's Referrals against all the damages that these can cause to third parties within the Data Center, as well as for the damages that may arise to the Customer for possible damage or destruction of the equipment itself, including indirect ones dependent on their consequent non-use. The Customer therefore releases Keliweb from any liability of any kind and amount for the aforementioned hypothetical damages or events that may occur within the Data Center and from any liability for losses, damages or expenses, including, without limitation, loss of profit, revenues, commercial goodwill, management time or expected savings or any form of indirect or emerging damage, damage of any kind to property and / or people and / or degradation of information.

In case of affixing, by the customer, of identification elements visible to third parties to attribute the server or the rack to the customer, the customer indemnifies Keliweb from any

consequence and liability that may derive from this affixing directly or indirectly. However, Keliweb reserves the right, at its discretion, to request or directly remove these identification elements.

11.1

The Customer undertakes to defend, indemnify and hold Keliweb, its employees, subcontractors, agents and associates harmless, from any and all liability, costs and expenses, including reasonable legal fees, related to or due to:

- any default by the Customer;
- use of the service or placement or transmission on the Internet of any material by the Customer, its associates and third parties used by the Customer;
- acts or omissions of the Customer (or third parties used by the Customer) in connection with the installation, maintenance, presence, use or removal of equipment or software;
- any claim from third parties that in any case derives from the services that will be provided by the Customer to third parties;
- actions for violation of any property rights belonging to third parties, including copyrights, patents, trade secrets and trademarks, caused by the use of any service, equipment and software not supplied by Keliweb or by the incorrect use of services, equipment or software provided by Keliweb;
- any loss or damage to any property, or personal injury or death of any person, due to a voluntary act or omission of the Customer, his employees, sub-contractors or agents.

The customer also guarantees pursuant to art. 46 Presidential Decree 445/2000 and as amended that the data and information transmitted to the Suppliers for the purpose of concluding the Contract are true, correct and such as to allow its identification, and undertakes to communicate any variation of the same to the Suppliers, including the e-mail address indicated in the Order Form. Suppliers reserve the right to verify such data and / or information by requesting additional documents that the Customer undertakes, now and then, to

transmit. If the Customer, at the time of identification has, even through the use of untrue personal documents, concealed his real identity or falsely declared to be another subject, or in any case, acted in such a way as to compromise the identification process He takes acknowledges and agrees that it will be held, even criminally, responsible for false declarations and / or the use of false documentation and will also be considered solely responsible for all damages suffered by suppliers and / or third parties by the inaccuracy and / or falsity of the information communicated, assuming from now on the obligation to indemnify and hold harmless the Suppliers from any possible claim, action and / or request for compensation or damages that may be advanced by anyone against them.

11.2

The Customer acknowledges that the internet is not controlled by Keliweb and that due to the particular structure of the network itself, its performance and functionality cannot be guaranteed or the contents of the information transmitted by it cannot be controlled. For this reason, no responsibility can be attributed to Keliweb for the transmission or reception of illegal information of any nature and species.

11.3

The Customer declares to possess all the technical knowledge necessary to ensure the correct use, administration and management of the Infrastructure and in any case recognizes and acknowledges that the processing of data and / or information and / or content that he has put in place in the aforementioned Infrastructure and their consequent diffusion in the Internet through the same Infrastructure are carried out exclusively at his risk and under his responsibility.

11.4

The Customer also declares to be the only and exclusive administrator of the Infrastructure and as such declares to be the only responsible at his own risk, for the management of data and / or information and / or contents processed by him in the Infrastructure, their safety and their rescue and the fulfillment of any other activity deemed useful or necessary to guarantee its integrity, committing itself, by effect, to apply, at its care and expense, suitable and adequate security measures; as well as the content of information, sounds, texts, images, form elements and data accessible and / or made available in the infrastructure and in any case, for any reason, transmitted, disseminated or put online by the Customer; as well as

malfunctions of the Services for any use that does not comply with the conditions of use of the Keliweb Services and the loss or disclosure of the Access Credentials.

11.5

The Customer undertakes to promptly inform Keliweb of any unauthorized use of his access credentials or of any other breach of security.

11.6

The Customer declares that he is in compliance with the licenses of the software independently inserted and used in the infrastructure and assumes the related costs.

11.7

The Customer declares to be aware of the existing legislation on the processing of data relating to telematic traffic and of the legal obligations existing at its sole charge regarding the operations for storing such data and showing them to the competent Authorities.

11.8

The Customer undertakes, for now, to keep Keliweb harmless and indemnify him from any and all third party requests or claims for damages caused to them by or through the use of the Services. The customer will have to bear all costs, compensation for damages and charges, including any legal fees, that may arise from these liability actions and undertakes to inform Keliweb if such action should be brought against him.

12) Duration of the contract and tacit renewal

12.1 Service Start Date

The use of the services starts from the activation date. The Service Start Date corresponds to the date on which one of the components of the service is issued to the Customer, who can use it.

12.2

The Contract lasts from acceptance of the Order until the end of the period indicated in the

offer, calculated from the Service Start Date. Upon expiration date, it will be renewed tacitly for the period indicated in the offer, unless a notice of termination is to be sent by one of the parties within 60 (sixty) days from the expiry date. The customer's cancellation must be sent by certified e-mail to the address keliweb@kelipec.it.

At the time of renewal, the price list and other contractual conditions in force will apply.

12.3

The Customer acknowledges and agrees that it is his sole responsibility to obtain and keep a copy of the data and/or information and/or content processed through the Service(s), understood that once the Contract is terminated or the Service has expired, such data and / or information and / or contents may no longer be recoverable. In any case, the Customer relieves Keliweb, from now on, from any and all responsibility for any loss or total or partial damage to data and/or information and/or content entered and / or processed by the Customer through the Service/s.

12.4 Removal, sale or scrapping of the infrastructure

The Customer must collect the Customer's Equipment at his own expense together with any other material owned by him within five working days from the term of effectiveness of this contract. If the Customer does not collect the material within the aforementioned term, the same authorizes Keliweb to uninstall the Equipment from the Data Center. Furthermore, if the Customer does not withdraw the Customer's Equipment within three months following the end of the contract and does not provide precise indications on the matter, Keliweb is authorized to sell the Customer's Equipment, retaining the proceeds as compensation for failure to collect them, or to scrap them without any other right for the Customer. The Customer now relieves Keliweb of any responsibility for the aforementioned equipment and for the cancellation or loss of the data contained therein as a result of the non-collection of the same within the period indicated above.

13) Final dispositions

13.1

All communications to the Customer relating to this contractual relationship may be made by Keliweb indiscriminately by hand, via certified and non-certified e-mail, by registered letter with return receipt, ordinary mail or by fax to the addresses and / or addresses indicated by Customer in the Order Form and, consequently, the same will be considered known by them. Any changes in the Customer's addresses and contact details including the e-mail address indicated in the Order Form not communicated to Keliweb in the way required by the Contract will not be opposed to it.

Except for the cases specifically provided for in the Contract, all communications that the Customer intends to send to Keliweb relating to the Contract, including requests for assistance, must be sent to the following addresses:

Keliweb, Via B. Diaz, 35 - 87036 Rende (CS) or via Pec to keliweb@kelipec.it.

13.2

Any eventual total or partial ineffectiveness and/or invalidity of one or more clauses of the Contract will not result in the invalidity of the others, which must be considered fully valid and effective.

13.3

The relationships between Keliweb and the Customer established in the Contract cannot be understood as relations of mandate, representation, collaboration or association or other similar or equivalent contractual forms.

13.4

The Customer undertakes not to transfer the Contract to third parties without prior written authorization from Keliweb.

14) Complaints

Any complaints regarding the provision of the Services must be sent to:

Keliweb, Via B. Diaz, 35 - 87036 Rende (CS) by registered letter with return receipt, or sent by ticket from the Keliweb assistance service no later than 7 (seven) days from the moment in which the complaint occurs. Keliweb will examine the complaint and provide a written response within 30 (thirty) days of receiving it. In the case of complaints for facts of particular complexity, which do not allow a complete answer in the above terms, Keliweb will inform the Customer within the aforementioned terms on the progress of the practice.

15) Appointment of data processor

15.1

As a result of the completion of this contract, pursuant to the provisions of EU Regulation 2016/679 and the current legislation on the matter, the Customer, as Owner of the personal data processed by them through the Service chosen from among those covered by these Conditions in addition to that for the Hosting service regulated here and to other services that expressly request it, appoints Keliweb as Head of the processing of personal data, with a detailed description of the tasks and charges to be fulfilled by virtue of this role, for the entire duration of the contract signed between the parties and possibly beyond the deadline. As a result of the aforementioned appointment, Keliweb will be authorized to process the personal data of which the Customer is the Owner, within the limit of the activities provided for by the aforementioned contract. Keliweb reserves the right to carry out any activity aimed at ensuring compliance with the relevant provisions in force and the task of managing, supervising and organizing all operations concerning the processing of personal data provided by the Customer/Owner, for the purpose of the correct execution of the activities subject to contract. In compliance with the provisions of the Privacy Code and EU Regulation no. 679/2016, it should be noted that Keliweb will be required to:

A. Treat the personal data provided by the Customer / Owner only for the purpose of providing the Services agreed by contract, using the technical and organizational measures provided for in the same contract and in the documents referred to therein. In the event that

the Customer / Owner needs a different treatment than that indicated above or with specific exceptions with respect to article 32 of EU Regulation no. 679/2016, must first express its will and describe the measures it wishes to be guaranteed, which will subsequently be assessed and, if applicable, presented with a specific offer.

B. Ensure that the staff responsible for the processing of personal data is bound by a confidentiality obligation.

C. Take all the measures required pursuant to article 32 of EU Regulation no. 679/2016;

D. Respect the conditions set out in paragraphs 2 and 4 of article 32 of EU Regulation no. 679/2016 in order not to resort to a new Personal Data Processing Manager unless prior authorization from the Customer / Owner. In the event that Keliweb is authorized to resort to this eventuality, it shall impose the same obligations on this Manager as it has underwritten;

E. Assist the Customer / Owner of the processing of personal data with appropriate technical and organizational measures, if possible, in order to guarantee compliance with the rights of the interested party;

F. Assist the Customer / Data Controller in respecting the obligations

G. Delete or return all personal data provided by the Customer / Owner following the end of the provision of the services provided for in the contract. Make available to the Customer / Owner all the necessary information regarding the obligations that Keliweb will be required to comply with the Customer / Owner himself, offering him the possibility of verification after agreement on the times and methods of implementation of this procedure, which will not with the confidentiality obligations assumed by Keliweb. The costs of this verification will be entirely borne by the Customer / Owner. In the event that Keliweb makes use of the collaboration of third parties for the activities described above, it will be his concern to provide for the erudition of these subjects regarding compliance with the rules prescribed by the Privacy Code and by EU Regulation no. 679/2016. Keliweb manages the processing of personal data by following all the instructions above, implementing every technical specification prescribed within the Privacy Code and EU Regulation no. 679/2016, taking into account the security requirements established for the provision of services. In the event of anomalous

situations, the suppliers of the aforementioned services will be required to promptly inform the Customer / Owner.

H. The services provided by Keliweb, compatibly with the technical specifications of the same, allow the Data Controller to process the data according to the timescales and methods set by him and managed independently, without prejudice to the applicable legal provisions.

The scope of the appointment to Keliweb relates only to the processing of personal data entered and/or transmitted autonomously by the Data Controller through the chosen Service and/or within the same, and in any case in compliance with the purposes aimed at its correct provision by Keliweb and in accordance with the applicable legislation from time to time in force. It is understood that, pursuant to and for the purposes of Legislative Decree 70/2003, Keliweb, in the provision of the Services, is not responsible for the information stored at the request of the Owner nor is it subject to a general obligation of surveillance over the information it transmits or memorizes, nor to a general obligation to actively search for facts or circumstances that indicate the presence of illegal activities.

15.2 Duration of the appointment

This appointment as Data Processor and the related clauses have a duration equal to that of the Contract stipulated between the Owner and Keliweb in relation to the chosen Service. The appointment and this deed will automatically cease to have effect in the event of termination, withdrawal or loss of effectiveness of the Contract, except for the time necessary to allow the Data Controller to recover personal data where contractually agreed between the parties. Likewise, in case of tacit renewal of the Contract, the appointment as Data Processor will be considered automatically renewed for a duration equal to the contractual one.

15.3 Obligations and rights

As a result of this appointment, Keliweb is exclusively authorized to process personal data to the extent and within the limits necessary for the execution of the activities assigned to it. Keliweb has the power to perform all the necessary activities to ensure compliance with current provisions on the matter as well as the task of organizing, managing and supervising all the personal data processing operations communicated to it by the Data Controllers for the purpose of carrying out the activities covered by the Selected service.

Acceptance of terms of service relating to the “Housing” category

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Customer, after taking careful and specific knowledge and vision, approves and expressly accepts the following clauses:

2. Suspension of services and right to terminate the contract
3. Payment
4. Effects of the delayed or non-payment and right to terminate the contract
5. Limitation of liability
6. Force majeure
7. Applicable law and jurisdiction
- 9 Levels of Assistance
11. Customer liability and indemnity
12. Contract term and tacit renewal
13. Final provisions and communications